

LA CLEAR

MEMORANDUM OF UNDERSTANDING

LOS ANGELES COUNTY POLICE CHIEF'S ASSOCIATION

&

CALIFORNIA DEPARTMENT OF JUSTICE

BSCC

Cost Code

807

October 1, 2013 to September 30, 2014

Table of Contents

Overview	3
Project Coordinator and Contractor's Representatives	3
Control and Direction	4
Contingencies	4
Terms Agreement and Agreement Clause	4
Services and Responsibilities	4
CALIFORNIA DEPARTMENT OF JUSTICE	5
Los Angeles Regional Criminal Information Clearinghouse	5
Division of Administrative Support (DAS)	6
Division of California Justice Information Services (DCJIS) / Hawkins Data Center (HDC) ...	7
Examinations and Audits	8
Invoicing	8
Indemnification	8
Limitation and Actions	9
Termination	9
Confidentiality of Data	10
Copyrights and Rights in Data	10
Patents	10
Assignment or Subcontracting	10
Dispute Resolution Procedure	11
Nondiscrimination Clause	11
Severability	11
Governing Law	12
Signatures	12
Signatures	13

MEMORANDUM OF UNDERSTANDING LA COUNTY POLICE CHIEF'S ASSOCIATION & CALIFORNIA DEPARTMENT OF JUSTICE

Overview

This Memorandum of Understanding (MOU) is hereby entered into by and between the Los Angeles County Police Chiefs' Association (hereinafter CHIEFS) through the City of Monrovia as their fiduciary for purposes of grants mentioned in this MOU, and the California Department of Justice (hereinafter DOJ) for the purpose of assisting the CHIEFS in the operation of the Los Angeles Regional Criminal Information Clearinghouse (hereinafter LA CLEAR) which will assist the CHIEFS in the enforcement of narcotic, terrorism and other Part I Felony Crimes by gathering, evaluating and disseminating information about the offenders and offenses.

Henceforth, the CHIEFS represent LA CLEAR and its allied agencies. Allied agencies are participating members in the LA CLEAR programs under a separate Participation Agreement with the CHIEFS or non-participating members which have a separate contract with LA CLEAR. Non-participating members agree to have DOJ provide Statewide Investigative Networking Systems (SINS) technology (hardware, software, training and related items) and procure, manage and administer such products in the same manner as LA CLEAR's contract with DOJ (see LA CLEAR Participation Agreement and Regional Information Sharing System (RISS) Project / Western States Information Network (WSIN) Constitution and Bylaws).

To the extent requested by the CHIEFS, this MOU requires DOJ to attend quarterly meetings with the CHIEFS and present to the CHIEFS any findings, conclusions, and recommendation regarding its activities specified in this MOU; and may be required to submit a written, comprehensive final report to the CHIEFS.

Project Coordinator and Contractor's Representatives

Gardena Police Department Chief Edward Medrano is designated by the CHIEFS' as the Executive Council Chairperson and has project oversight of LA CLEAR. Monrovia Police Chief Jim Hunt is designated by the CHIEFS' as Executive Council Vice-Chairperson. The Director of LA CLEAR is designated as the CHIEFS' Project Coordinator and is currently a California Department of Justice (DOJ), Division of Law Enforcement, Special Agent in Charge. The Director of DOJ's Division of Law Enforcement, or his/her designee, will be designated as DOJ's Representative on the Executive Council.

The Project Coordinator may act on behalf of the CHIEFS in the performance of this MOU to the extent the CHIEFS have authorized him in writing. The CHIEFS reserve the right to change the Project Coordinator at any given time without amending this MOU.

Control and Direction

The CHIEFS shall at all times maintain control and direction over the scope of work being performed under this MOU. The CHIEFS reserve the right to change the tasks that are defined with the general scope of the work to be performed by DOJ subject to cost and resource constraints contained in the Notice of Award and the MOU.

Contingencies

It is mutually understood between the parties that this MOU is contingent upon the availability of grant funds and subject to the rules of the Board of State and Community Corrections (BSCC), fiscal year grant awards, to the CHIEFS.

The parties agree that this MOU is valid and enforceable only if sufficient funds are made available to the CHIEFS by BSCC for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions imposed by BSCC which may affect the provisions or term of funding of this contract in any manner.

It is mutually agreed that if the BSCC does not allocate or grant sufficient monies to fund the program as outlined in this MOU, the Notice of Award shall be amended to reflect any such reduction in funds or the CHIEFS may exercise their option to terminate this MOU pursuant to paragraph 10 of the Agreement.

Terms Agreement and Agreement Clause

This Agreement shall be effective as of the period specified in the Notice of Awards. The award for this grant period shall _____ through BSCC (FY: **October 1, 2013 – September 30, 2014**). This Agreement, as amended by the mutual written consent of both parties. All amendments shall be attached to this Agreement and be incorporated by reference into the terms of this Agreement.

The continuation of this Agreement beyond the State of California fiscal year is subject to the allocation or granting of funds by BSCC and/or the CHIEFS. It is the CHIEFS' responsibility to apply for funds in a timely manner and within grant application deadlines. In the event of termination, the CHIEFS shall not be liable for any costs incurred by DOJ in the new fiscal year.

Services and Responsibilities

Except as prohibited by Federal or State laws, DOJ agrees that the CHIEFS immediately acquire and reserve title to any property purchased or financed from the funding of this Agreement if such property is not fully consumed in the performance of this Agreement. Property acquired by the CHIEFS under this Agreement shall be immediately marked and identified as having been

purchased through BSCC funding. This provision shall be operational even though such property may have been acquired or purchased through state procurement process or in whole or in part by Federal funds.

CALIFORNIA DEPARTMENT OF JUSTICE

Los Angeles Regional Criminal Information Clearinghouse

LA CLEAR will staff and maintain an Intelligence & Deconfliction Watch Center (the "War Room"). For subject/case deconfliction, the War Room staff will provide and coordinate immediate and continuous law enforcement agency access for investigative inquiry and submissions into a variety of information and intelligence databases, on a 24 hour a day, 7 day a week basis. Although these subject/case deconfliction inquiries may check a variety of local, state and federally maintained databases, to include the Regional Information Sharing System Intelligence (RISSIntel) database and National Virtual Pointer System (NVPS), the submission of information will be stored into the California State Intelligence Index (CSII) in accordance with 28 CFR Part 23. Additionally for event deconfliction, the War Room staff will track drug, gang, violent crime related activities, as well as and other Felonious Part I Crime enforcement activities, in the counties designated as the Los Angeles and Nevada HIDTAs through the use of the RISSafe critical event software system. Through the use of these intelligence and deconfliction tracking systems, the War Room staff has the ability to deconflict investigations and enforcement activities that may otherwise be compromised or pose a threat to officer safety.

LA CLEAR will staff and maintain an Analytical Unit that is comprised of a Case Support Group, and a Research Analysis (Post Seizure) Group. Through these two groups, the Analytical Unit staff provides law enforcement agencies with case support and analytical products including telephone toll analysis, link analysis, charts, graphs, electronic surveillance ("wiretap") support and targeting analysis, as well as produces quarterly trend reports that provide analysis on enforcement trends, price/purity, lab seizure data, and clandestine laboratory information.

As part of the Los Angeles HIDTA Intelligence Support System (ISS), LA CLEAR analysts are embedded at the Inland Narcotics Clearing House (INCH), and the Southern California Drug Task Force (SCDTF), as well as work in partnership with the analysts of the Joint Regional Intelligence Center (JRIC). Additionally, LA CLEAR will work collaboratively with the staff of the Northern California Regional Intelligence Center (NCRIC), the San Diego Law Enforcement Coordination Center (SD-LECC), the Central California Intelligence Center (CCIC), and other investigative support and intelligence fusion centers not only within California but throughout the United States.

LA CLEAR, in partnership with the Los Angeles County Sheriff's Department, the Los Angeles Police Department and the Department of Homeland Security, Immigration & Customs Enforcement (ICE), will staff and maintain the Special Operations Support Unit that provides electronic surveillance ("wiretap") support through an on-site 50 station, 100+ target digital Electronic Support Center (ESC). The Special Operations Support Unit will also provide highly

technical equipment and/or training to law enforcement agencies operating in the Los Angeles HIDTA, such as covert surveillance ("pole") cameras and other specialized equipment. The Special Operations Support Unit will strive to have or locate technicians available 24 hours a day to assist law enforcement agencies with installing and/or repairing any of the above mentioned equipment.

LA CLEAR, in support of the Los Angeles HIDTA Training Initiative, will staff and maintain a large (100+ seat) training facility that can double as an Emergency Operations Center (EOC) with sufficient telephone and data lines to support large operations. In addition, the training facility will maintain a computer training lab where classes can be presented on a variety of software programs designed to assist law enforcement efforts.

LA CLEAR will serve as local law enforcement agency (LEA) Statewide Investigative Networking System (SINS) representative and liaison for first line support. Designated roles and responsibilities include the following:

- LA CLEAR is the designated first point of contact for SINS, and will coordinate the LEA application for SINS installations services.
- LA CLEAR will designate a contact person who will be onsite for the communication line installation and must know the location of the communication line that will be installed.
- LA CLEAR will designate a site contact person who will be available during the site survey and who is authorized to make decisions regarding the physical placement of the equipment and has knowledge of where the communication line will be or has been installed.
- LA CLEAR will schedule new site installations and report the status of those tasks (completed, change in estimated completion date, etc.) to HDC's maintainer and distributor of the project schedule.
- LA CLEAR is responsible for communicating the status of the installation process, identifying the contact person for HDC, and providing any installation related documents to the local agencies.
- LA CLEAR, upon notice from the LEA that the site is installed, will verify and accept; and will provide SINS application training to the local agencies.
- LA CLEAR will request SINS service and/or system changes by completing a Service Action Request pursuant to the established process.
- LA CLEAR will strive to send a representative to each SINS Client Configuration Board (CCB) meeting. This representative will have the authority to make decisions regarding SINS tasks and priorities.
- When reporting problems, LA CLEAR will utilize the Help-Line through the established Help-Line Procedures.

Division of Administrative Support (DAS)

The Department of Administrative Support, Accounting Office will provide the financial record-keeping for all state employee personnel services costs, travel, training and negotiated costs for

designated office space occupied by LA CLEAR staff. The total of these costs will be reimbursed by the LA CLEAR. LA CLEAR Administrative Services Unit will provide the financial record-keeping for all contract employee personnel services costs, travel and training. These costs will be paid directly from the LA CLEAR through its fiduciary.

The Accounting Office will maintain detailed records for a minimum of three years to support all expenditures for annual audit purposes. Documentation for support of individual detailed expenditures will not be routinely provided unless there is a specific dispute involved.

DAS will facilitate the appointment, testing, recruitment, and any other state employee personnel services deemed necessary to meet the staffing needs of the LA CLEAR. Failure to do so could potentially jeopardize BSCC funding. ASD will provide Budget Office services including establishing necessary cost codes, securing sufficient spending authority, and the expeditious processing of other related budgetary and/or personnel related paperwork (BCPs, FSRs, etc.).

Division of California Justice Information Services (DCJIS) / Hawkins Data Center (HDC)

As the central site hub and the service and support entity of the Statewide Investigative Networking System (SINS), the Hawkins Data Center (HDC) will provide technical system administration, network management support, and analytical and installation support to SINS client/user group. As identified in the Statewide Integrated Narcotics System Enhancement (SINS) project—Project No. 0820-113, the LA CLEAR is a recipient of the SINS program services and is the first line of support for Los Angeles based local law enforcement agencies (LEA). The HDC roles and responsibilities include but are not limited to:

- Install and upgrade the following SINS suite of software as needed:
 - California Criminal Intelligence Index (CSII)
 - Case Information Management System (CIMS)
 - RISS Application interfaces (e.g., RISSIntel / RISSafe)
 - Authentication and Authorization Services (AAS) Applications
 - GIS Software
- HDC is responsible for network support and availability to SINS clients/users.
- HDC is responsible for application support, keeping applications running smoothly and to provide database access, ongoing maintenance of current production applications, problem resolution, performance tuning, backup services, and capacity planning.
- HDC is responsible for providing the technical analytical support tasks associated with implementing and supporting the continued development of the SINS system, e.g., developing future SINS Plans, cost and service impact analysis, policy and procedural manuals.
- Security management services which includes:
 - Maintaining Access controls
 - Report Security Breaches
 - Developing Procedural and Operations Manuals

- Trouble Shooting
- Maintaining Infrastructure
- HDC is responsible for providing telephone Help-Line support to its clients.
- Computer Operations / File Management / Production Support:
 - HDC is responsible for planning, organizing and scheduling the Client Configuration Board (CCB) meetings as defined in the established SINS Service Request process.
 - HDC is responsible for planning, organizing and scheduling SINS client meetings.
 - HDC is responsible for maintaining and distributing the SINS Service Request Log.
 - HDC is responsible for notifying LA CLEAR of system unavailability for scheduled maintenance activities.

Consistent with Division of Law Enforcement standard practices and policies, the HDC technical personnel administering services to the SINS program will have passed the requisite law enforcement background check.

Examinations and Audits

DOJ shall be subject to examination and audit by the CHIEFS, BSCC Internal Control and Audit's Program or its successor agency, for a period of three (3) years after final payment under the terms and conditions of this Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

Invoicing

Costs will be billed monthly to the LA CLEAR to reimburse DOJ for actual expenditures incurred under this MOU. Costs for state employees will include salaries, fringe benefits, overtime and travel in

These costs will not exceed the total BSCC grant award of

All invoices should be billed to/mailed to the following addresses:

Bill to: LA County Police Chiefs Association **Mail to:** LA CLEAR

c/o City of Monrovia

415 S. Ivy Avenue

Monrovia, CA 91016-2888

5700 S. Eastern Ave.

Commerce, CA 90040

Indemnification

It is agreed that LA CLEAR shall defend, save harmless and indemnify BSCC, their officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from negligent acts or omissions of LA CLEAR, its officers and/or employees. It is further agreed that BSCC shall defend, save harmless, and indemnify LA CLEAR,

property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of BSCC its officers and/or employees. In the event of concurrent negligence of BSCC its officers and/or employees, and LA CLEAR, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and /or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

Limitation and Actions

No action, regardless of form, arising from this Agreement may be brought by either party more than two (2) years after the injured party has knowledge, or should have had reasonable knowledge, of the facts which give rise to such cause of action, or, in the case of actions for nonpayment, more than two (2) years from the date of last payment.

Termination

Either party may terminate this Agreement by giving the other one hundred and eighty (180) days written notice of the effective date of such termination. The CHIEFS may terminate the performance of services under this Agreement in accordance with this clause in whole one hundred eighty (180) days written notice to DOJ:

Whenever DOJ shall default in performance of this Agreement in accordance with its terms and shall fail to cure or mutually determine a resolution of such default within a period of ten (10) days after receipt of notice specifying default.

Whenever the CHIEFS shall determine, for any reason that such termination is in the best interest of the CHIEFS.

Any such termination shall be effected by delivery to DOJ of a notice termination of specifying whether termination is for default of DOJ or for the convenience of the CHIEFS, the extent to which performance of services under this Agreement is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed in writing by CHIEFS, DOJ shall:

- Stop work under this Agreement on the date and to the extent specified in the notice of termination.
- Transfer title to the CHIEFS (to the extent that title has not already been transferred) and deliver, in the manner, at the time, and to the extent directed by the CHIEFS', the work in process, completed work and other material and property produced and acquired as a result of DOJ's performance of this Agreement.

Confidentiality of Data

DOJ shall maintain the security and confidentiality of all financial, statistical, personal, technical, and other data and information relating to the CHIEFS' operations which the CHIEFS have designated confidential and have made available to DOJ in order to carry out this Agreement. DOJ agrees to submit for the written pre-approval of the CHIEFS, a description of the methods and procedures DOJ will employ to protect and maintain the confidentiality of these materials. DOJ shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in DOJ's possession, is independently developed by DOJ outside the scope of this Agreement, or is rightfully obtained from third parties.

Copyrights and Rights in Data

The United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, reserves a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal Government purposes: the copyright in any work developed under an award or sub-award; and any rights of copyrights to which a recipient or sub-recipient purchases ownership with support.

Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this Agreement, DOJ shall refer the discovery or invention to the CHIEFS. DOJ hereby agrees that determinations of rights to inventions or discoveries made under this Agreement shall be made by the CHIEFS, or their duly authorized representative, who shall have the sole and exclusive power to determine the disposition of all rights in such inventions or discoveries, including title to the license rights under any patent application or patent which may issue thereon. The determination of the CHIEFS, or its duly authorized representative, shall be accepted as final. DOJ agrees and otherwise recognizes that the CHIEFS shall acquire at least an irrevocable, nonexclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement. If any program produces any patentable items, patent rights, processes, or inventions sponsored by the Federal Award or sub-award, such facts must be reported to BJA. BJA will determine how their rights in the invention or patent shall be allocated and administered in order to protect the public interest consistent with "Government Patent Policy as printed in 26 FR 16839." (Reference 37 CFR 401, issued by the Department of Commerce.)

Assignment or Subcontracting

It is the policy of the CHIEFS to withhold consent from proposed assignments or subcontracts when such transfer of responsibility would decrease the CHIEFS' likelihood of receiving performance on this Agreement. No performance of this Agreement or any portion thereof may be assigned or subcontracted by DOJ without the express written consent of the CHIEFS and any attempt by DOJ to assign or subcontract any performance of this Agreement without

the express written consent of the CHIEFS shall be void and shall constitute a breach of this Agreement.

Dispute Resolution Procedure

All SINS service related disputes with DOJ that cannot be resolved informally by project staff will be submitted to the SINS Program Manager within 10 days of notice of the problems. The SINS Program Manager will respond to the dispute within 5 days.

If the CHIEFS have a concern regarding the billing services, deliverables, meeting the staffing needs or being responsive to personnel issues of the LA CLEAR, and it cannot be resolved informally, the CHIEFS will document their concern in writing within 30 days of the event to DOJ. Once an issue has been identified, a meeting will take place between the DOJ Representative and the CHIEFS Representative to discuss and resolve the disputed issue (s) within 10 days. If an agreement cannot be reached through the meeting, all information pertaining to the dispute shall be elevated to the Director of the Division of Law Enforcement, Chief Deputy Attorney General, the Director of the Division of Administrative Support and the CHIEFS Executive Project Manager who shall finalize a resolution.

The CHIEFS reserve the right to have DOJ remove any individual who is deemed detrimental to the overall mission of LA CLEAR.

Nondiscrimination Clause

During the performance of this Agreement, DOJ shall not deny the Contract benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, disability, marital status, age, or sex. DOJ shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

DOJ shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgate there under (Cal. Admin. Code, Title 2, §7285.0 et seq.), the provision of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code § 11135—11139.5), and the regulations or standards adopted by the CHIEFS to implement such article.

DOJ shall give notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. DOJ shall include the nondiscrimination compliance provisions of this clause in all subcontracts to perform work under the Contract.

Severability

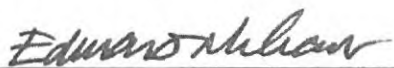
DOJ and the CHIEFS agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such term or

provision shall promptly inform the other presumed non applicability of such provision. Should the offending provision make performance of this Agreement illegal, impossible or economically infeasible, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.

Governing Law

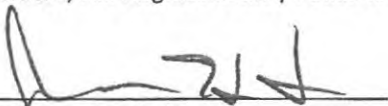
Except as expressly provided in the paragraph titled "Limitation of Actions" above, this Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

Signatures



EDWARD MEDRANO, Chief of Police
Gardena Police Department
LA CLEAR Executive Council Chairperson
President, Los Angeles County Police Chiefs' Association

9/18/13
Date



JIM HUNT, Chief of Police
Monrovia Police Department
LA CLEAR Executive Council Vice-Chairperson

9/12/13
Date



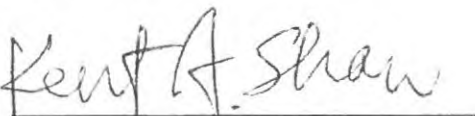
ROGER BASS, Executive Director
Los Angeles HIDTA

9-20-13
Date



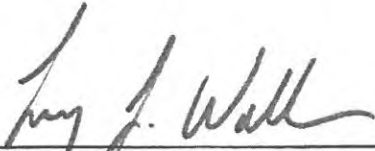
JUAN CARLOS SOLANO, Director
LA CLEAR

9/4/13
Date



KENT SHAW, Chief
Bureau of Investigation
Division of Law Enforcement
California Department of Justice

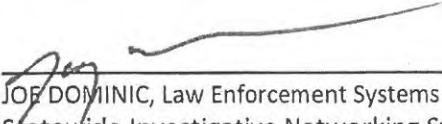
10/7/2013
Date



LARRY J. WALLACE, Director
Division of Law Enforcement
California Department of Justice

10/9/2013

Date



JOE DOMINIC, Law Enforcement Systems Branch Mgr, (DPM IV)
Statewide Investigative Networking Systems
California Department of Justice

10/10/13

Date



ADRIAN FARLEY, Chief Information Officer
California Department of Justice
Office of the Attorney General

10/10/13

Date



DAVID HARPER, Assistant Director
Division of Administrative Support
California Department of Justice

10-17-13

Date